



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
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JAMES F. HANLEY
 Commissioner
MARGARET M. CONNOR
 First Deputy Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
 FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
 SUBJECT: EXECUTED CONTRACT: PILOTS (UNIFORMED) ET AL
 TERM: JULY 28, 2007 TO JULY 27, 2011

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations on behalf of the City of New York and District No. 1 – Pacific Coast District, Marine Engineers Beneficial Association, AFL-CIO, on behalf of the incumbents of positions listed in Article I of said contract.

The contract incorporates terms of an agreement reached through collective bargaining negotiations and related procedures.

DATED: APR 16 2008

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: 13033	DATE: APR 16 2008

**PILOTS
2007-2011 AGREEMENT**

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**PILOTS
2007-2011 AGREEMENT**

AGREEMENT entered into this ^{4th} 16 day of April, 2008 by and between the City of New York (hereinafter referred to as the "Employer"), and District No. 1 - Pacific Coast District, Marine Engineers Beneficial Association, AFL-CIO, (hereinafter referred to as the "Union"), for the forty-eight month period from July 28, 2007 to July 27, 2011.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - RECOGNITION

Section 1.

The employer recognizes the Union as the sole collective bargaining agent for the unit consisting of all Pilots (Uniformed) and Marine Engineers (Uniformed) employed by the Employer in the Fire Department of the City of New York.

Section 2.

The terms "employee" or "employees" as used in the Agreement shall mean only those persons employed in the titles described in Section 1 of this Article.

ARTICLE II - UNION SECURITY

Section 1.

The Employer agrees that all employees may become and remain members of the union in good standing.

Section 2.

The employer further agrees that all new employees hired subsequent to the date of signing this Agreement may become and remain members of the Union in good standing.

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Section 3.

It is further agreed that the decision to become or remain members of the Union in good standing shall remain discretionary both with the employees and with the Union subject to the provisions of Section 12-314 of the Administrative Code.

Section 4.

- A. The Union shall have the exclusive right to the checkoff and transmittal of dues in behalf of each employee in the Unit and the City shall checkoff and transmit such dues to the Union, all in accordance with the Mayor's Executive Order #98, dated May 15, 1969, entitled "REGULATIONS REGULATING THE CHECKOFF OF UNION DUES" and in accordance with the Mayor's Executive Order N. 107, dated December 29, 1986, entitled "REGULATIONS GOVERNING PROCEDURES FOR ORDERLY PAYROLL CHECKOFF OF UNION DUES."
- B. The employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the Union as the recipient thereof. Such consent if given shall be in the proper form, acceptable to the City, which bears the signature of the employee.

Section 5.

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference.

ARTICLE III - WORK SCHEDULE

Section 1.

- A. All the terms and conditions of Section 15-112 of the Administrative Code of the City of New York, as presently provided therein and hereby incorporated by reference.
- B. (i) Notwithstanding the above Section 1a, the Fire Department shall have the right to schedule employees assigned to be trained on a schedule that does not conform to the duty schedule described in this Article III.

The Fire Department shall have the right to schedule employees assigned for special needs and projects on a schedule that does not conform to the duty schedule described in this Article III. Prior to an involuntary assignment, the Department shall endeavor to obtain qualified volunteers. The determination of such employees qualifications shall be made at the discretion of the Department, whose decision shall be final. The selection of qualified volunteers will be made on a seniority basis in title. Should no qualified employees volunteer, or additional qualified employees be required, the Department will assign qualified employees on the basis of inverse seniority in title. The involuntary assignment of a qualified employee shall be limited to six months, but may be extended to one year in such cases where unique and extraordinary skills or functions are required and where such assignment is of critical importance to the Fire Department. The parties agree to meet and confer prior to assigning employees on an involuntary basis.

For the purpose hereof, any member assigned to respond to an alarm and to perform firefighting duty or supervise firefighting duties shall be deemed to be performing firefighting duties.

(ii) Notwithstanding the foregoing no such assignment shall be made on a punitive basis.

B. Communicative Time.

Employees shall report for duty 15 minutes prior to the start of their tour in order to exchange information between the on-duty and relieving Pilot (Uniformed) and Marine Engineer (Uniformed). Should an alarm occur during that 15-minute period, the relieving Pilot (Uniformed) and Marine Engineer (Uniformed) shall respond to that alarm.

In the event this provision is declared invalid under the law, the parties will reopen negotiations to resolve the issue of any increased cost which may result from such declaration. Such negotiations will be commenced forthwith. If no agreement is reached, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.

Section 2

Employees when specifically directed by the Commissioner or Chief of the Department of their respective designated representatives to perform work in excess of working hours as provided in Section 1 of this Article III shall be compensated for the same by cash payment at the rate of time and one-half based on their regular salary for each employee for the actual period of overtime worked.

Section 3

When employees are not continued on duty but are ordered to report for emergency duty from a scheduled off tour or a scheduled rest period, they shall be compensated for a minimum of four hours if not assigned to duty and for a minimum of six hours if assigned to duty. Such compensation shall be at the overtime rate of time and one-half, in accord with Section 2 of this Article.

Section 4

Notwithstanding anything to the contrary provided herein, any employee who is recalled to duty after having completed his regular tour of duty but before the commencement of his next regular tour and who is assigned to duty or held without assignment for a period which extends into the commencement of his next regular tour shall be compensated pursuant to the regular overtime provisions of Section 2 of this Article only for the actual time so assigned or held; and the same shall be deemed pre-shift overtime.

Section 5

Notwithstanding anything herein to the contrary, overtime shall continue to be calculated on the basis of 2,088 hours per year.

Section 6

For the period beginning December 1, 2006 and terminating August 28, 2010, the Department shall have the right to schedule each employee per year to one fifteen (15) hour and one nine (9) hour overtime tour at straight time pay.

Section 7 **Special Assignments**

Effective December 1, 2006, the Department will be permitted to reschedule one 15-hour tour per Special Assignment pilot per calendar year:

A Special Assignment (SA) pilot is a pilot scheduled to work either the 9x6 tour or 6x9 tour under the 25 Group Chart and not assigned to fire duty in a regular marine company for that tour. SA pilots will either be rescheduled or when surplus, available for special assignment by Chief of Marine Division. All pilots who are designated SA will be advised at least 48 hours prior to a scheduled tour of the Department's intention to reschedule that tour. Each SA pilot will then be required to work that tour based on the needs of the Department.

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Surplus tours shall be rescheduled within 30 days upon 48 hours prior notice. Every reasonable attempt will be made to not assign an SA pilot to cover on a holiday disproportionately, but none shall be required to cover more than one holiday on a rescheduled tour.

ARTICLE IV - UNION REPRESENTATION

The elected officers of the Union shall be permitted to visit all fire units to which employees are assigned on the official business of the Union. The elected official shall announce that official's presence to the officer in command and carry out the function in a reasonable manner, subject to established labor relations and the Regulations for the Uniformed Forces.

ARTICLE V - SALARIES

Section 1.

The base annual salary rates for employees shall be as follows:

Class of Positions Or Detail and Increment Step

(i) Pilot (Uniformed)

(a) Promoted before December 1, 2006

<u>Effective</u> 7/28/07	<u>Effective</u> 7/28/08	<u>Effective</u> 7/28/09	<u>Effective</u> 7/28/10
(Increment)	(Increment)	(Increment)	(Increment)
\$78,372	\$81,507	\$84,767	\$88,158
\$79,503 (\$1,131)	\$82,683 (\$1,176)	\$85,990 (\$1,223)	\$89,430 (\$1,272)
\$80,635 (\$1,132)	\$83,860 (\$1,177)	\$87,214 (\$1,224)	\$90,703 (\$1,273)
\$81,769 (\$1,134)	\$85,040 (\$1,180)	\$88,442 (\$1,228)	\$91,980 (\$1,277)

(b) Promoted on or after December 1, 2006

<u>Effective</u> 7/28/07	<u>Effective</u> 7/28/08	<u>Effective</u> 7/28/09	<u>Effective</u> 7/28/10	<u>Effective</u> 8/28/10
(Increment)	(Increment)	(Increment)	(Increment)	(Increment)
\$72,595	\$75,499	\$78,519	\$81,660	\$82,860
\$72,872	\$75,787	\$78,818	\$81,971	\$83,421
\$73,147	\$76,073	\$79,116	\$82,281	\$84,281
\$73,424	\$76,361	\$79,415	\$82,592	\$85,202
\$73,700	\$76,648	\$79,714	\$82,903	\$86,303
\$81,769	\$85,040	\$88,442	\$91,980	\$91,980

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(ii) Marine Engineer (Uniformed)
 (With Chief Engineers License)
 (a) Promoted before July 1, 1993

<u>Effective</u> 7/28/07	<u>Effective</u> 7/28/08	<u>Effective</u> 7/28/09	<u>Effective</u> 7/28/10
(Increment)	(Increment)	(Increment)	(Increment)
\$76,348	\$79,402	\$82,578	\$85,881
\$77,455 (\$1,107)	\$80,553 (\$1,151)	\$83,775 (\$1,197)	\$87,126 (\$1,245)
\$78,561 (\$1,106)	\$81,703 (\$1,150)	\$84,971 (\$1,196)	\$88,370 (\$1,244)
\$79,662 (\$1,101)	\$82,848 (\$1,145)	\$86,162 (\$1,191)	\$89,608 (\$1,238)

(b) Promoted after June 30, 1993 and before December 1, 2006

<u>Effective</u> 7/28/07	<u>Effective</u> 7/28/08	<u>Effective</u> 7/28/09	<u>Effective</u> 7/28/10
(Increment)	(Increment)	(Increment)	(Increment)
\$73,040	\$75,962	\$79,000	\$82,160
\$74,097 (\$1,057)	\$77,061 (\$1,099)	\$80,143 (\$1,143)	\$83,349 (\$1,189)
\$75,154 (\$1,057)	\$78,160 (\$1,099)	\$81,286 (\$1,143)	\$84,537 (\$1,188)
\$79,662 (\$4,508)	\$82,848 (\$4,688)	\$86,162 (\$4,876)	\$89,608 (\$5,071)

(c) Promoted on or after December 1, 2006

<u>Effective</u> 7/28/07	<u>Effective</u> 7/28/08	<u>Effective</u> 7/28/09	<u>Effective</u> 7/28/10	<u>Effective</u> 8/28/10
(Increment)	(Increment)	(Increment)	(Increment)	(Increment)
\$73,040	\$75,962	\$79,000	\$82,160	\$82,160
\$73,813	\$76,766	\$79,837	\$83,030	\$83,294
\$74,918	\$77,915	\$81,032	\$84,273	\$84,592
\$79,662	\$82,848	\$86,162	\$89,608	\$89,608

(iii) Marine Engineer (Uniformed)
 (Without Chief Engineers License)

(a) Promoted before July 1, 1993

<u>Effective</u> 7/28/07	<u>Effective</u> 7/28/08	<u>Effective</u> 7/28/09	<u>Effective</u> 7/28/10
(Increment)	(Increment)	(Increment)	(Increment)
\$71,624	\$74,489	\$77,469	\$80,568
\$72,612 (\$988)	\$75,516 (\$1,027)	\$78,537 (\$1,068)	\$81,678 (\$1,110)

(b) Promoted after June 30, 1993 and before December 1, 2006

<u>Effective</u> 7/28/07	<u>Effective</u> 7/28/08	<u>Effective</u> 7/28/09	<u>Effective</u> 7/28/10
\$68,516	\$71,257	\$74,107	\$77,071
\$72,612 (\$4,096)	\$75,516 (\$4,259)	\$78,537 (\$4,430)	\$81,678 (\$4,607)

(c) Promoted on or after December 1, 2006

<u>Effective</u> 7/28/07	<u>Effective</u> 7/28/08	<u>Effective</u> 7/28/09	<u>Effective</u> 7/28/10	<u>Effective</u> 8/28/10
(Increment)	(Increment)	(Increment)	(Increment)	(Increment)
\$68,516	\$71,257	\$74,107	\$77,071	\$77,071
\$68,793	\$71,545	\$74,407	\$77,383	\$78,383
\$69,068	\$71,831	\$74,704	\$77,692	\$79,502
\$72,612	\$75,516	\$78,537	\$81,678	\$81,678

Section 2.

- A. An employee shall advance one increment step annually, dating from the anniversary date of appointment.
- B. Effective April 6, 1977 employees who possess or thereafter obtain a Chief Engineer License shall be paid according to the Schedule shown for Marine Engineer-with Chief Engineer License in Sections 1 and 3.

Section 3.

- A. Longevity adjustments shall be paid as follows:

(i) Effective 7/28/07

<u>Class of Positions Or Detail</u>	<u>5 Years</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>
Pilot (Uniformed) <i>70312</i>	\$3,980	\$4,980	\$5,980	\$6,980
<i>70313</i> Marine Engineer (Uniformed) <i>Fire Dept</i> (With Chief Engineer License)	\$3,980	\$4,980	\$5,980	\$6,980
<i>70316</i> Marine Engineer (Uniformed) (Without Chief Engineer License)	\$3,980	\$4,980	\$5,980	\$6,980

(ii) Effective 8/28/08

<u>Class of Positions Or Detail</u>	<u>5 Years</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>
Pilot (Uniformed)	\$4,980	\$5,980	\$6,980	\$7,980
Marine Engineer (Uniformed) (With Chief Engineer License)	\$4,980	\$5,980	\$6,980	\$7,980
Marine Engineer (Uniformed) (Without Chief Engineer License)	\$4,980	\$5,980	\$6,980	\$7,980

- B.** The term "service" as used herein shall mean service in the Fire Service of the City of New York.
- C.** The adjustment after the 5th and 10th years shall not be computed as salary for pension purposes until after completion of 20 years of service. The adjustment after the 15th and 20th years shall not be computed as salary for pension purposes until after completion of 25 years of service. In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increased cost of changing the effective date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith. If no agreement is reached, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.
- D.** Calculation of the night shift differential shall be based upon the longevity schedules in effect prior to June 22, 1995.

Section 4.

Each employee shall receive eleven paid holidays annually.

Section 5.

Section 5 regarding a Uniform Allowance is hereby eliminated.

Section 6. General Wage Increase.

- A.**
- (i)** Effective July 28, 2007, Employees shall receive a rate increase of 4%.
 - (ii)** Effective July 28, 2008, Employees shall receive an additional rate increase of 4%.
 - (iii)** Effective July 28, 2009, Employees shall receive an additional rate increase of 4%.
 - (iv)** Effective July 28, 2010, Employees shall receive an additional rate increase of 4%.

- B.** The general increases provided for in this Section 6 shall be calculated as follows:
- (i)** The increase in Section 6A(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on July 27, 2007; and
 - (ii)** The rate increase in Section 6A(ii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on July 27, 2008; and
 - (iii)** The rate increase in Section 6(A)(iii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on July 27, 2009; and
 - (iv)** The rate increase in Section 6(A)(iv) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on July 27, 2010.
- C.** The general increases provided in this Section 6 shall be applied to the base rates and salary grades fixed for the applicable titles.

Section 7.

Paychecks shall be distributed to the employee's unit by 6 p.m., but not before 3 p.m. on the Thursday preceding payday.

ARTICLE VI - TEMPORARY ASSIGNMENTS

Section 1.

Whenever an employee covered by this agreement is assigned to the duties of a higher rank for more than two hours in any tour, the employee shall be paid cash for the entire tour at the minimum rate of pay for the higher rank in which the employee served, even though the Department may replace the employee at any time with an appropriate officer. The intent is that the Department shall have two hours to obtain an employee qualified in the higher rank.

Should the Pilot (Uniformed) or Marine Engineer (Uniformed) replace a Pilot (Uniformed) or

Marine Engineer (Uniformed), who is attending an authorized meeting of a certified labor organization as a delegate, such employee replacement shall be paid in cash straight time at the rate of pay for the higher rank only.

Section 2.

Post coverage for employees shall be maintained in the following manner only when a Fire Boat is in service. On the Fire Boats Smith, McKean, and Fire Fighter, 1 Pilot and 2 Engineers; (one of whom shall have a Chief Engineer's License.) Present practices shall not be affected by this clause.

Section 3.

Post coverage is to be provided at all times for employees in accordance with Section 2 of this Article. Any time a Pilot is absent at the outset of a tour that Pilot shall be replaced by another Pilot. Any time that a Marine Engineer, is absent at the outset of a tour that Marine Engineer shall be replaced by another Marine Engineer.

Section 4.

Overtime shall be equally distributed among employees, and shall be assigned within the Marine Division unless for purposes of equalizing overtime, a wider basis of assignment is required.

Section 5.

Employees may not refuse to work overtime when so ordered.

ARTICLE VII - NIGHT SHIFT DIFFERENTIAL

- A. There shall be a 10% differential continued for all work actually performed between the hours of 4 p.m. and 8 a.m., provided that more than one hour is actually worked after 4 p.m. and before 8 a.m.
- B. In lieu of the payments required by Article VII, Section A of this Collective Bargaining Agreement, the Employer shall pay all employees, pro-rata, an annual amount equal to 5.4 percent of the sum of each such employee's base annual salary rate plus longevity adjustments.

This benefit shall be computed on the basis of the rates plus longevity adjustments set forth in Article V.

ARTICLE VIII - BENEFICIAL FUND

- A. 1. **Effective July 28, 2007**, the City shall continue to contribute the pro-rata annual amount \$1,325 for each full-time employee for remittance to the mutually agreed upon Beneficial Fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel. Effective August 28, 2010 this contribution amount shall be increased by \$50 per annum for a new total pro-rata annual amount of \$1,375.
2. **Effective July 28, 2007**, the City shall continue to contribute the pro-rata annual amount of \$1,475 for each retired employee for remittance to the mutually agreed upon Beneficial Fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel. Effective August 28, 2008 this contribution amount shall be increased by \$60 per annum for a new total pro-rata annual amount of \$1,535. Effective August 28, 2010 this contribution amount shall be increased by an additional \$60 per annum for a new total pro-rata annual amount of \$1,595.
- B. Such payments shall be made pro-rata by the City each twenty-eight days.
- C. Employees who have been separated from service subsequent to December 31, 1970, and who were covered by the Beneficial Fund of District No. 1 - Pacific Coast District, MEBA, AFL-CIO at the time of such separation pursuant to a supplemental agreement between the City and District No. 1 - Pacific Coast District, MEBA, AFL-CIO shall continue to be so covered, subject to the provisions of Section A.2 and E hereof. Contributions shall be made only for such times as said individuals are eligible to be primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such Program.
- D. Such payments shall be made pro-rata by the City every twenty-eight (28) days.
- E. Pursuant to its commitment, MEBA will continue to provide benefits to employees' domestic partners.

ARTICLE IX - HEALTH AND HOSPITALIZATION BENEFITS

Section 1.

The City shall continue to provide a fully paid choice of health and hospitalization insurance plans for each employee, not to exceed 100% of the full cost of HIP/HMO on a category basis. There will be an annual reopening period during the term of this agreement for active employees to exercise their choice among medical plans.

Section 2.

Retirees shall have the option of changing their previous choice of Health Plans. This option shall be:

- (a) a one time choice; and
- (b) exercised only after one year of retirement; and
- (c) can be exercised at any time without regard to contract periods.

The effective date of change to a new plan shall be the first day of the month three months after the month in which the application has been received by the New York City Health Insurance Program.

Effective with the reopener period for Health Insurance subsequent to January 1, 1981 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. This option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

Section 3.

- A. **Effective July 1, 2000**, and thereafter, the City's cost for each employee and for each retiree under 65 shall be equalized at the Community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, (e.g. the GHI-CBP/Blue Cross for family coverage shall be equal to the payment for HIP/HMO family coverage.
- B. If a replacement plan is offered to employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 3a, the City shall not bear the additional costs.
- C. The City (and other related Employers) shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of \$30 million to maintain the health insurance stabilization reserve fund which shall be used to continue equalization and protect the integrity of health insurance benefits.

The health insurance stabilization reserve fund shall be used: to provide a sufficient reserve; to maintain to the extent possible the current level of health insurance benefits provided under the Blue Cross/GHI-CBP plan; and, if sufficient funds are available, to fund new benefits.

The health insurance stabilization reserve fund shall be credited with the dividends or reduced by the losses attributable to the Blue Cross/GHI-CBP plan.

Pursuant to paragraph 7 of MLC Health Benefits Agreement, notwithstanding the above, in each of the fiscal years 2001 and 2002, the City shall not make the annual \$35 million contributions to the health insurance stabilization fund.

- D. In the event that there is a citywide or program-wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties may negotiate reconfiguration of this package which in no event will provide for costs in excess of the total costs of this Agreement as set forth herein. However, it is understood that the Union will not be treated any better or any worse than any other Union participating in the citywide or program-wide Health Program with regard to increased health insurance costs.

Section 4. Health Care Flexible Spending Account.

- a. A flexible health care spending account shall be established after July 1993 pursuant to Section 125 of the IRS Code. Those employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description shall be eligible to participate in the account. Participating employees shall contribute at least \$260 per year up to a maximum of \$5,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an employee.
- b. Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.
- c. An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

ARTICLE X - ANNUITY FUND

The City shall continue to contribute the following sums to the Annuity Fund established by the Union, for each class of positions and detail as follows:

Effective July 28, 2007:

<u>Class of Positions or Detail</u>	<u>Per Annum Amount</u>
Pilot (Uniformed)	\$70.47
Marine Engineer (Uniformed) (With Chief Engineers License)	\$46.98
Marine Engineer (Uniformed) (Without Chief Engineers License)	\$23.49

Effective August 28, 2008:

<u>Class of Positions or Detail</u>	<u>Per Annum Amount</u>
Pilot (Uniformed)	\$284.47
Marine Engineer (Uniformed) (With Chief Engineers License)	\$260.98
Marine Engineer (Uniformed) (Without Chief Engineers License)	\$237.49

Effective August 28, 2010:

<u>Class of Positions or Detail</u>	<u>Per Annum Amount</u>
Pilot (Uniformed)	\$1,182.47
Marine Engineer (Uniformed) (With Chief Engineers License)	\$1,158.98
Marine Engineer (Uniformed) (Without Chief Engineers License)	\$1,135.49

Effective July 28, 2007, the City shall continue to contribute for each employee, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each working day for which such employee is paid by the City which amount shall not exceed the amounts outlined above, per annum per employee. Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

ARTICLE XI - VACATION AND LEAVE

Section 1.

Each employee shall be entitled to vacation leave as prescribed in the Annual Leave Allowance Program for the Fire Department as established by the Board of Estimate Resolution - 6/27/57 - (CAL. NO. 580) as amended to date, and in regulations for the Uniformed Force. Annual Leave Credit shall be pro-rated each year for employees appointed after January 1.

Effective July 28, 2007, an annual leave allowance, based on service in the Department, shall be granted to employees in accordance with the following:

<u>SERVICE</u>	<u>ANNUAL LEAVE</u>	<u>MONTHLY ACCRUAL</u>
3 years & over	26 work days (10-9 hr. tours; 8-15 hr. tours)	2-1/6 work days
Less than 3 years	20 work days (8-9 hr. tours; 6-15 hr. tours)	1-2/3 work days

Section 2.

If an employee does not receive, or because of illness or the needs of the Fire Department, is unable to take all or part of the vacation in a calendar year, that employee may be entitled to carry the unused portion over into and take such unused portion during the succeeding year but not beyond.

Section 3.

Excused time accorded to all other personnel employed by the City such as excusals for the Dr. Martin Luther King, Jr. and the Senator Robert F. Kennedy funerals and the Moon Landing Observation Day, shall be granted equally to employees covered by this agreement. Employees not accorded the day off shall be credited with compensatory time off.

Section 4.

Compensatory days shall be subject to the exigencies of the Department.

Section 5.

Any employee who is on light duty as a result of a line of duty illness or injury and who has not yet

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taken a vacation shall not be required to take the vacation while that employee is continued on light duty.

Rescheduling of any such vacation shall be subject to the exigencies of the Department.

Section 6.

The BP-84 shall be filed by those to whom it now applies upon an employee's return to duty provided that the information required thereby is given to the officer on duty by telephone promptly, but not later than 24 hours following the onset of the employee's disability. In the event that it is determined by the Department that this procedure has engendered abuses, the Department may return to the practice followed prior to the adoption of this procedure.

ARTICLE XII - SAFETY STANDARDS

The Department shall establish minimum safety standards for Diesel Fireboats consistent with the applicable standards of the American Bureau of Ships, and the United States Coast Guard and shall have annual inspections by the Fire Department to insure the maintenance of these standards.

ARTICLE XIII - FACILITIES

All quarters shall have adequate heating, hot water, sanitary and sanitation facilities.

Notice of any claimed violation shall be given to the Department. If the Department does not correct the claimed violation within a reasonable time the Union may file a grievance at Step III of the grievance procedure.

ARTICLE XIV - TRANSPORTATION

The Department recognizes its responsibility to provide transportation to and from fires and in emergencies. When transportation is not made available, and an employee is authorized to use and uses that employee's personal car, that employee shall be paid \$1.75 for that use. Payment shall be made within a reasonable time.

ARTICLE XV - VACANCIES

In filling vacancies, the Department recognizes the importance of seniority (measured by time in the Rank) provided the senior applicant has the ability and qualifications to perform the work involved. However, the Department's decision is final.

ARTICLE XVI - INDIVIDUAL RIGHTS

It is the policy of the Employer to secure for all employees their rights and privileges as citizens in a democratic society, consistent with their duties and obligations as employees of the Fire Department and the City of New York. To further the administration of this policy, the following guidelines are established:

Section 1.

Interrogations, interviews, trials, and hearings conducted by duly authorized representatives of the Employer shall be conducted during reasonable hours, preferably when an employee is on duty. If an interrogation, interview, or hearing takes place when an employee is not on duty, that employee shall be compensated by cash payment for the time spent, including two hours of travel time, at the rate of time and one-half. If a trial takes place when an employee who is a witness is not on duty, that employee shall be compensated by cash payment for the time spent including two hours of travel time, at the rate of time and one-half. If a trial takes place when an employee who is an accused is not on duty, that employee shall be compensated by cash payment for the time spent, including two hours of travel time, at the rate of straight time, unless the trial was postponed by the accused for that employee's convenience or for the convenience of counsel and/or the union representative, in which case the accused shall receive no compensation.

Section 2.

At the time an employee is notified to appear for interrogation, interview, trial or hearing the Employer shall advise the employee either in writing, when practicable, or orally to be later confirmed in writing of (1) the specific subject matter of such interrogation, interview, trial or hearing; and (2) whether that employee is a suspect or non-suspect. If notified orally, the employee shall be given a written notice before the interrogation, interview, trial or hearing. If an interrogation or interview may lead to disciplinary action, the employee may be accompanied by counsel and/or a union representative at such interrogation or interview.

Section 3.

Notice of trial shall be in writing at least ten (10) days in advance of such trial, unless the employee waives such notice or unless that employee applies or has applied for a service retirement.

Section 4.

The employee who is the subject of interrogation, interview, trial or hearing shall be advised of the name, rank, and unit of the officer in charge of the interrogation, interview, trial or hearing and the name, rank and unit or other identification of all persons present connected with the interrogation, interview or hearing. The questioning of employees shall be of reasonable duration and the employee shall be allowed time for personal needs, meals and necessary telephone calls. Offensive

or profane language shall not be used, nor shall the employee be threatened for failure to answer questions or promised anything if that employee does answer questions.

Section 5.

When an employee is a suspect in a departmental investigation or trial, the officer in charge of the investigation or trial shall give the employee the following warning before that employee is questioned:

I wish to advise you that you have all the rights and privileges guaranteed by the law of the State of New York and the Constitutions of this State and of the United States, including the right not to be compelled to incriminate yourself. You have the right to have an attorney present if you wish. I wish further to advise you that if you refuse to answer any questions relating to the performance of your duties, you will be subject to dismissal from your employment with the City. However, if you do answer questions, neither your answers nor any information or evidence which is gained by reason of such answers can be used against you in any criminal proceeding. You are advised, however, that if you knowingly make any false answers or deceptive statements, you may be subject to criminal prosecution and disciplinary action by reason thereof.

Such employee shall also be advised of the right to union representation. When the interrogating officer is advised by the employee that employee desires the aid of counsel and/or a union representative, the interrogation shall be suspended and the employee shall be granted a reasonable time to obtain counsel and/or a union representative, which time shall be at least two working days.

If it appears that the investigation may result in a disciplinary proceeding based on the Employee's answer to questions or on the refusal to answer, a stenographic or electronic record of the questioning of the employee shall be made unless the exigencies of the situation prevent such recording.

In the event that an employee is subject to charges by the Department, any such record shall be made available to the employee or the representative. The cost of the recording shall be shared equally by the parties.

Section 6.

- A. An employee shall not be questioned by the Employer on personal behavior while off duty and out of uniform except that the Employer shall continue to have the right to question an employee about personal behavior while off duty and out of uniform in the following areas:
 - i. matters pertaining to official department routine or business;

- ii. extra departmental employment;
- iii. conflict of interest;
- iv. injuries or illnesses;
- v. residency;
- vi. performance as volunteer firefighter;
- vii. loss or improper use of department property.

B. If an employee alleges a breach of subdivision (a) of this Section 6., that employee has the right to a hearing and determination by the Impartial Panel within 24 hours following the claimed breach. To exercise this right, the employee must request such arbitration at the time when an official of the Employer asks questions in an area which is disputed under subdivision (a) of this section. If the employee requests such arbitration, that employee shall not be required to answer such questions until the arbitrator makes the award.

Section 7.

All employees are reminded that failure to answer relevant questions may result in disciplinary action including dismissal from the Department.

Section 8.

In the course of an investigation or interrogation, an employee who is not a suspect is required to cooperate in the investigation of a complaint. Statements the employee has made in the course thereof may not be used against that employee in a subsequent proceeding in which that employee becomes a suspect.

Section 9.

If an employee is found not guilty in a disciplinary hearing, the record of the proceedings shall not become part of that employee's personal record. An employee who is found not guilty shall have the right to examine the personal record in the presence of an official of the Department after written request to the Department to ascertain compliance.

Section 10.

If the Employer fails to comply with the provisions of this Article, any questions put to the employee shall be deemed withdrawn and the refusal to answer any such questions shall not be prejudicial to the employee. Withdrawal as herein described shall not preclude the Department from proceeding anew in the manner prescribed herein.

Section 11.

The employee shall have the right, at that employee's own expense, to have a personal physician consult with the Departmental Medical Board after the examination and interview of the employee, but before the Departmental Board completes its record and makes its recommendation. Present practice regarding filing of medical statements and documents shall continue.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 1.

A grievance is defined as a complaint arising out of a claimed violation, misinterpretation, or inequitable application of the provisions of this contract, or of existing policy or regulations of the Fire Department affecting the terms and conditions of employment. A direct order, written or verbal, by a Superior Officer, under all circumstances, must be carried out and objections raised at a later date through the formal grievance procedure. The Union designates the Delegates, as defined in Article XIX of this Agreement, as a member's representative. In the event that any employee shall present a grievance, such grievance shall be handled in the following manner.

STEP NO. I

- A. 1. An aggrieved member initiates the grievance procedure by explaining a problem verbally to that member's immediate supervisor.¹

¹ FOOTNOTES (STEP NO. 1) In some instances the Company Commander will also be the immediate supervisor, in which case the Commander will participate in the Step No. I as the immediate supervisor. If the matter is not resolved, that Officer will then act as the Commanding Officer.

In case of an extended absence of the Company Commander exceeding thirty (30) days, the Senior Lieutenant or other officer designated by the Battalion Commander shall act in place of the regular Company Commander.

2. If the matter is not resolved to the employee's satisfaction, the aggrieved employee may request the Union delegate to discuss the matter verbally with the immediate supervisor as noted above.

3. Prior to the formal presentation of the grievance or complaint to the Company Commander, every effort shall be made to find ways and means of identifying and removing the cause of the grievance or complaint.

4. If the matter remains unresolved following the discussion outlined above, the grievance shall formally be submitted in writing on a prescribed form, to the Company Commander. Such formal submission must in any event, occur within 120 days following the date on which the grievance arose.

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B. 1. Upon request of the aggrieved employee, the Union Delegate and/or Union official shall accompany the member at a meeting with the Company Commander who shall specify date, time and place of hearing. Said Commanding Officer shall, within five (5) calendar days of receipt of appeal, notify all concerned of the date, time and place of hearing.²

2. The determination of the Company Commander passing on the grievance shall be in writing, and a report shall be forwarded on the prescribed form to the Fire Commissioner, the aggrieved, and the Union Representative within five (5) calendar days after the meeting.

3. If the grievance is not resolved to the satisfaction of the aggrieved, the employee has the right to proceed to the next step in the grievance procedure.

- C. 1.** Time lost by Union delegates in the adjustment of a grievance shall not be compensable.
- 2.** Time lost by an aggrieved member in the adjustment of a grievance shall not be compensable.

STEP NO. II

An official of District No. 1 -PCD MEBA shall be the member's representative at this step of the grievance procedure. The official to whom the appeal shall be made shall be the Division Commander or the Division Commander's designee.

- A.** An appeal from the Step I determination shall be forwarded by the aggrieved in writing, on the prescribed form to the Officer to whom the appeal is to be made within five (5) calendar days after the aggrieved received a copy of the determination of the Division Commander.
- B.** Upon receipt of the aggrieved employee, a Union representative shall accompany that employee at a meeting with the Officer to whom the appeal is to be made who shall specify the date, time, place of hearing and details of grievance.
- C. 1.** The determination of the Officer passing upon the appeal shall be in writing and a report shall be forwarded on the prescribed form to the Fire Commissioner, the aggrieved and the

² If a grievance relates to the nature of an order issued by a superior, Section 25.1.1 of Departmental Regulations for the Uniform Force shall be complied with.

Representative within five (5) calendar days after the hearing.

2. If the grievance is not resolved at this level, the aggrieved, either individually or by the representative has the right to proceed to the next step in the grievance procedure.

STEP NO. III.

An official of the Union may be designated as the Union representative on the Department level; no more than four (4) members of the Executive Board are to attend a meeting.

- A. An appeal from the Step II determination must be forwarded in writing by the aggrieved, on the prescribed form, to the Fire Commissioner within five (5) calendar days after the aggrieved receives a copy of the determination.
- B. The Commissioner, the Chief of Department, the Chief in Charge - Bureau of Personnel and Administration, and/or their designees, the aggrieved and/or the representatives shall work for a satisfactory resolution of the grievance or complaint through conference, negotiation, and agreement. Such conference should be held within ten (10) days of the receipt of the appeal. The Commissioner shall within five (5) days after such conference serve the determination, in writing, upon the aggrieved employee and the representative.

STEP NO. IV.

If after completion of all of the steps provided for above, such grievance has not been resolved within the Department, the Union solely shall have the right to bring such grievance to the Impartial Panel for arbitration in accordance with the applicable provisions of the New York City Collective Bargaining Law and Consolidated Rules promulgated by the Office of Collective Bargaining with respect to arbitration. Notice of the Union's intent to proceed to arbitration shall be served on the Commissioner of Labor Relations within ten (10) days of receipt of the Fire Commissioner's decision. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined as a "grievance" herein. The Employer shall commence such arbitration by submitting a written request therefore to the Impartial Panel, with a copy to the Union, and the matter shall proceed in accordance with the Consolidated Rules of the Office of Collective Bargaining. The Impartial Panel shall hold a hearing within ten (10) days after the Panel receives a request for arbitration at a time and place convenient to the parties, and the Panel shall issue an award within ten (10) days after the completion of the hearing.

Section 2.

The time limits contained in this Article may be modified by mutual agreement. Any grievance decision not appealed within the time limits prescribed in this Agreement after receipt of the determination of the appropriate department official shall be considered settled on the basis of such

determination and shall not be subject to further appeal.

In the event that the Department fails to comply with the time limits prescribed herein, the grievance automatically shall be advanced to the next step.

Section 3.

It is understood and agreed by and between the parties that there are certain grievable disputes which are of a department level or of such scope as to make adjustments at Step I and Step II of the grievance procedure impracticable, and, therefore, such grievance shall be instituted at Step III of the grievance procedure.

Section 4.

When possible every effort shall be made to hold grievance hearings when a union representative involved is on duty.

ARTICLE XVIII - DELEGATES

The union shall designate two (2) union delegates, one (1) for Pilot, one (1) for Marine Engineer with one (1) alternate (general), from among the employees and shall notify the Department in writing of the names and titles of such delegates.

ARTICLE XIX - NO STRIKE

The Union and the Employees shall not induce or engage in any strikes, slowdowns, work stoppages or mass absenteeism nor shall the Union induce any mass resignations during the term of this Agreement.

ARTICLE XX - IMPARTIAL PANEL

As soon as practicable after the execution of this Agreement, a permanent rotating Panel of a minimum of three (3) Arbitrators shall be established, drawn from the official panel of the Office of Collective Bargaining, as agreed to by both parties, to act during the term of this Agreement. The members of the Panel shall be assigned on a rotating basis to arbitrate in all instances where arbitration is called for under the terms and conditions of this Agreement.

The assigned Arbitrator shall hold a hearing at a time and place convenient to the parties and a transcript shall be taken unless the taking of a transcript is waived by both parties. The arbitrator shall attempt to issue an award within ten (10) days after the completion of the hearing.

Should any member(s) of the three-person rotating Impartial Panel resign, refuse to act or be

incapable of acting or should any of the offices become vacant for any reason, the parties shall immediately designate another person(s) to act on such Impartial Panel. If the parties cannot agree on the successor(s), then arbitrations under the grievance procedures of this Agreement shall be held pursuant to the Consolidated Rules of the Office of Collective Bargaining.

ARTICLE XXI - LABOR-MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, recognize that cooperation between labor and management is indispensable to the accomplishment of sound and harmonious labor relations and agree to jointly maintain and support a Labor-Management Committee ("Committee").

Section 2.

The Committee shall consider and may recommend to the Fire Commissioner changes in the working conditions of the employees, including, but not limited to, health and safety issues. Matters subject to the Grievance Procedure contained in this agreement shall be appropriate items for consideration by the Committee, but submission of a matter to the Committee shall not affect the right to grieve the matter.

Section 3.

The Committee shall consist of six members. The Fire Commissioner and the President of the Union shall each select three members, and may designate an alternate for each member authorized to act in the absence of a member. Members shall serve for the term of this Agreement, provided, however that the appointing party may remove members that party has appointed at any time. Vacancies shall be filled by the appointing party.

Section 4.

The Committee shall select a Chair from among its members at each meeting. The Chair of the Committee shall alternate between the members designated by the Fire Commissioner and the members designated by the President of the Union. A quorum shall consist of a majority of the total membership of the Committee. The Committee shall meet at the call of either the Union members or the City members at times mutually agreeable to both parties. A written agenda of the matters to be discussed shall be provided by the party calling the meeting at least one week in advance of the meeting, and the other party shall provide any additions to the agenda at least one day in advance. Minutes shall be kept of each meeting with responsibility for keeping minutes alternating between the members designated by each of the parties. Copies of minutes shall be typed and promptly distributed to all members of the Committee. The Committee shall make its recommendations to the Fire Commissioner in writing.

ARTICLE XXII - PRODUCTIVITY ISSUES

Section 1.

The Union recognizes that the provisions of this Article XXII are matters concerning which the Employer has the right to act unilaterally. Notwithstanding the above, the parties agree to the following sections:

Section 2. Flexible Response.

The Union recognizes the unilateral right of the City to determine the type and level of response, City-wide.

Section 3.

The parties agree that the City may make unilateral changes and install programs unilaterally subject to the following:

- (1) Submission of the intended program to the Office of Labor Relations.
- (2) No less than 2 weeks notice of the change is to be given to the Union.
- (3) Within two weeks the Union is to be given an opportunity to discuss the changes with the City.
- (4) If no agreement is reached as a result of such discussion, the City may install the program; and the Union reserve all rights it has to oppose the same.

ARTICLE XXIII - LINE OF DUTY DEATH BENEFIT

Section 1.

In the event that an employee covered by this Agreement dies on or after January 1, 1971 because of an injury incurred through no fault of that employee's own while actually responding to, work at or returning from an alarm, a payment of \$25,000 will be made from funds other than those of the Retirement System, in addition to any other payment which may be made as a result of such death. Such payment shall be made to the beneficiary designated under the Retirement System or, if no beneficiary is so designated, to the estate of the deceased.

Section 2.

Semi-private hospital accommodations shall be provided for employees covered by this Agreement injured in the line of duty.

ARTICLE XXIV - DEATH BENEFIT UNUSED LEAVE AND COMPENSATORY TIME

If an employee dies while employed by the City, that employee's estate shall receive payment in cash for the following as a death benefit:

- A. All unused accrued annual leave up to a maximum of 54 days' credit;
- B. All unused accrued compensatory time earned subsequent to March 15, 1968 which is verifiable by official Department records up to a maximum of two hundred (200) hours.

ARTICLE XXV - WORK CREDIT

Runs and workers shall be credited to the relocated working company.

ARTICLE XXVI - IN CHARGE OF WATCH

When designating a Marine Engineer (Uniformed) in charge of a watch, the Department recognizes the importance of seniority measured in time in title, provided the senior applicant has the ability and qualifications to perform the work involved. However, the Department's decision is final.

ARTICLE XXVII - PARKING FACILITIES

It is the intent of the Department to make available, without liability to the City, City-owned property and on-street locations adjacent to, near or part of firehouses, as parking facilities for personal cars of employees covered by this Agreement.

ARTICLE XXVIII - QUARTERMASTER SYSTEM

Effective July 1, 2000 employees shall be included in the quartermaster system. In addition, the City shall provide a \$350 per year per employee cleaning allowance.

ARTICLE XXIX - MISCELLANEOUS

Section 1.

- (a) Each member shall receive a duplicate copy of any medical records made by the Department which are included in his medical/personal file at the time of the preparation of such records.
- (b) The Department shall have a reasonable time to develop and implement the necessary systems and paperwork to comply with the foregoing.

Section 2.

The City shall furnish to each unit a copy of the collective bargaining agreement within 60 days of its final approval.

ARTICLE XXX - INTEREST

- A. Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after the execution of the applicable agreement or one hundred-twenty (120) days after the effective date of the increase whichever is later, to the date of actual payment.
- B. Interest on shift differentials, holiday and overtime pay, shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days following their earning or one hundred-twenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment.
- C. Interest accrued under A. or B. above shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.00).

ARTICLE XXXI - APPLICABLE LAWS

The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York, as amended.

ARTICLE XXXII – PERFORMANCE COMPENSATION

The City acknowledges that each of the uniformed forces performs an important service that reflects the diverse missions of the City's uniformed agencies. In order to reward service of an outstanding, exceptional nature, each of the uniformed agencies will establish a performance compensation program to recognize and reward such service, tailored to the unique missions of the individual uniformed agency.

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The parties agree that additional compensation may be paid to employees performing outstanding, exemplary, difficult and/or unique assignments. The City will notify and discuss with each affected union of its intent to pay such additional compensation and the individuals to be compensated.

The criteria for the granting of performance-based compensation shall be based upon outstanding performance in the work assigned, and/or performance of unique and difficult work.

The performance-based compensation payments provided for in this section shall be one-time, non-recurring cash payments subject to applicable pension law. An employee can receive no more than one payment annually.

This provision shall not affect any existing productivity programs covered in any existing collective bargaining agreements. Nor shall this provision be construed to waive any obligation of the City to negotiate over future productivity programs as required by applicable law.

ARTICLE XXXIII - SAVINGS CLAUSE

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof.

WHEREFORE, we have hereunto set our hands and seals this ⁴⁴16 day of April 2008.

**DISTRICT NO. 1 - PACIFIC COAST
DISTRICT, MARINE ENGINEERS
BENEFICIAL ASSOCIATION, AFL-CIO**

CITY OF NEW YORK:

BY: 
JAMES F. HANLEY
Commissioner

BY: 
MR. CHRIS GUERRA
Director
N.Y. Inland & Harbor
Contracts

APPROVED AS TO FORM:

BY: 
PAUL T. REPHEN
Acting Corporation Counsel

**DATE SUBMITTED
TO THE FINANCIAL CONTROL BOARD:**

OFFICIAL	CONTROL
NO:	DATE
08027	APR 16 2008

UNIT: Pilots (Uniformed) et al.

TERM: July 28, 2007 to July 27, 2011

2007-2011 Pilots



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

JAMES F. HANLEY
Commissioner

March 12, 2008

Mr. Chris Guerra
NY Inland and Harbor Contracts
District No. 1 - PCD, MEBA (AFL-CIO)
37 Edward Hart Drive
Jersey City, NJ 07305

Re: MEBA Calhoon School

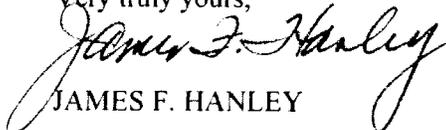
Dear Mr. Guerra:

This letter will confirm our mutual understanding that the Marine Engineer's Beneficial Association (MEBA) has decided to continue to use that portion of their funds that were available under the 2000-2002 contract to continue to provide tuition reimbursement to those active Pilots (Uniformed) and Marine Engineers (Uniformed) employed by the New York City Fire Department (the "Department"), wishing to attend the Calhoon MEBA Engineering School. The parties agree that, as soon as practicable, the City and MEBA will enter into a separate "training fund" agreement. Effective July 28, 2007, the City will continue to provide \$35 per year per active Pilot (Uniformed) and Marine Engineer (Uniformed) employed by the Department into the above mentioned, MEBA-administered training fund.

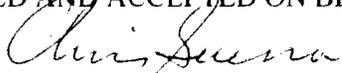
It is understood by the parties that attendance at the Calhoon School will be subject to the needs of the Department. Attendance at the school must occur on the employees' own time and be in compliance with all Department rules and regulations. Further, it is agreed that the employees' first obligation with regard to attendance at the school is to secure any licenses and certifications, that may be offered by the school, which are required as a condition of employment with the Department.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE MEBA:



By: MR. CHRIS GUERRA

2007-2011 Pilots

3/12/08



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

JAMES F. HANLEY
Commissioner

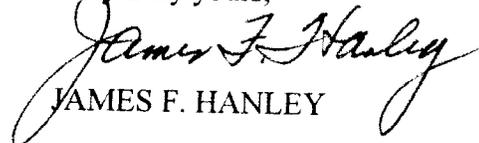
March 12, 2008

Mr. Chris Guerra
NY Inland and Harbor Contracts
District No. 1 - PCD, MEBA (AFL-CIO)
37 Edward Hart Drive
Jersey City, NJ 07305

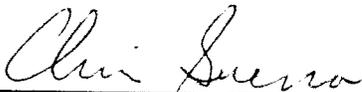
Dear Mr. Guerra:

This letter will confirm our mutual understanding that consistent with past practice Pilots and Marine Engineers will continue to report for duty fifteen minutes before their tours to exchange information between ingoing and outgoing personnel.

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE MEBA



By: MR. CHRIS GUERRA

2007-2011 Pilots



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
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JAMES F. HANLEY
Commissioner

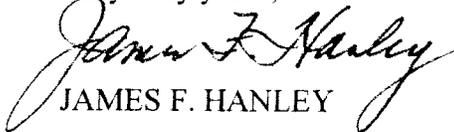
March 12, 2008

Mr. Chris Guerra
NY Inland and Harbor Contracts
District No. 1 - PCD, MEBA (AFL-CIO)
37 Edward Hart Drive
Jersey City, NJ 07305

Dear Mr. Guerra:

Fire Department PA/ID 15-72 issued February 15, 1984, "Maintenance of Personal Firefighting Equipment", providing employees 30 minutes per tour for the maintenance of their personal firefighting equipment, shall no longer apply for Pilots (Uniformed) and Marine Engineers (Uniformed) effective May 1, 1994.

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE MEBA


By: MR CHRIS GUERRA

2007-2011 Pilots

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THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

JAMES F. HANLEY
Commissioner

March 12, 2008

Mr. Chris Guerra
NY Inland and Harbor Contracts
District No. 1 - PCD, MEBA (AFL-CIO)
37 Edward Hart Drive
Jersey City, NJ 07305

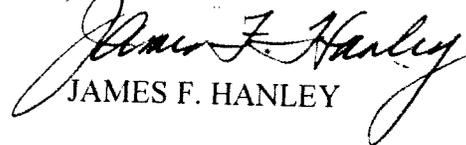
Re: Prescription Drugs

Dear Mr. Guerra:

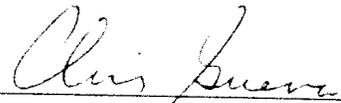
The City and MEBA recognize that pursuant to Administrative Code section 12-127, the City is obligated to pay for the cost of line of duty injury prescription drugs for MEBA members. The parties further recognize that a significant number of MEBA members have utilized the MEBA Beneficial Fund to pay for these prescription drugs without reimbursement by the City. MEBA agrees to waive any and all claims retroactively and prospectively against the City for the reimbursement of the cost of line of duty injury prescription drugs.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE MEBA:


By: MR. CHRIS GUERRA

2007-2011 Pilots

03/28/08



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

JAMES F. HANLEY
Commissioner

March 12, 2008

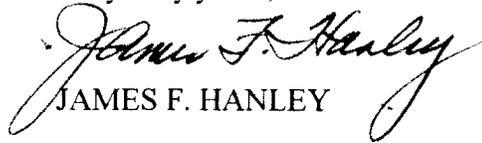
Mr. Chris Guerra
NY Inland and Harbor Contracts
District No. 1 - PCD, MEBA (AFL-CIO)
37 Edward Hart Drive
Jersey City, NJ 07305

Re: Boiler Work

Dear Mr. Guerra:

This is to confirm the understanding of the parties that the job description and duties for Marine Engineer (Uniformed) shall include repairing and maintaining the Boilers aboard the Fireboats operated by the Department.

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE MEBA


By: MR. CHRIS GUERRA

2007-2011 Pilots



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

JAMES F. HANLEY
Commissioner

March 12, 2008

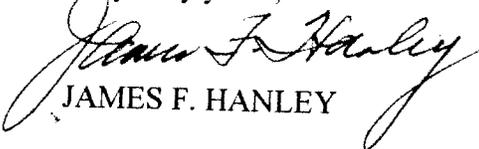
Mr. Chris Guerra
NY Inland and Harbor Contracts
District No. 1 - PCD, MEBA (AFL-CIO)
37 Edward Hart Drive
Jersey City, NJ 07305

Re: New Fireboats

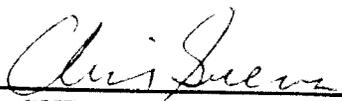
Dear Mr. Guerra:

This confirms our agreement to convene a labor management meeting between the Department and the union to discuss the new fireboats in the event they are placed into service by the Department prior to the expiration of this Agreement (July 27, 2011).

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE MEBA


By: MR. CHRIS GUERRA

2007-2011 Pilots



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
 40 Rector Street, New York, NY 10006-1705
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JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

March 31, 2008

Mr. Chris Guerra
 NY Inland and Harbor Contracts
 District No. 1 - PCD, MEBA (AFL-CIO)
 37 Edward Hart Drive
 Jersey City, NJ 07305

Re: MEBA (Pilots) Retiree Welfare Fund Contribution

Dear Mr. Guerra:

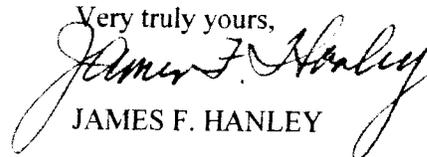
The letter confirms the understanding of the parties that there shall be an increase in the MEBA (Pilots) retiree welfare fund contribution of \$60 per annum effective August 28, 2008 and another \$60 per annum effective August 28, 2010.

For purposes of implementing this rate increase to the Retiree Welfare Funds, the following shall apply:

- ◆ The monthly contribution for July 2008 shall be \$128.3333
- ◆ The monthly contribution for August 2008 shall be \$128.9904
- ◆ The monthly contribution for each month thereafter shall be \$133.3333
-
- ◆ The monthly contribution for July 2010 shall be \$133.3333
- ◆ The monthly contribution for August 2010 shall be \$134.6469
- ◆ The monthly contribution for each month thereafter shall be \$138.3333

The contribution rates herein covering part-time employees will be based on the existing methods.

If the above accords with your understanding, please execute the signature line below.

Very truly yours,

 JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE MEBA



 By: MR. CHRIS GUERRA

3034